



## **King George's Medical University U.P.,**

Lucknow-226003 (U.P.) India

Office of K.G.M.U Hospital Revolving Fund

E-mail: kgmuhrftender2021@gmail.com

### **E-tender Notice (NIT)**

On-line e-tender invited for Empanelment of Local Chemist/Druggist for supply of Local purchase of non-rate contract of Drugs, Medicines, Surgical Consumables, DPCO/NPPA Items, Cancer drugs, Ayurvedic Medicines, CSSD (Sterilization) Consumables, LAB Consumables, Food Supplements and Miscellaneous items, at King George's Medical University, Hospital Revolving Fund. There are following category of above items.

Sl No.	Tender Notice No.	Name of Category
1	1005/KGMU/HRF/2023 Dated:-22/12/2023	Drugs/Medicines (Generic)
2	1006/KGMU/HRF/2023 Dated:-22/12/2023	Drugs/Medicines (Branded)
3	1007/KGMU/HRF/2023 Dated:-22/12/2023	Surgical consumables
4	1008/KGMU/HRF/2023 Dated:-22/12/2023	D.P.C.O/NPPA items
5	1009/KGMU/HRF/2023 Dated:-22/12/2023	Cancer Drugs
6	1010/KGMU/HRF/2023 Dated:-22/12/2023	Ayurvedic Medicines
7	1011/KGMU/HRF/2023 Dated:-22/12/2023	CSSD (Sterilization) Consumables
8	1012/KGMU/HRF/2023 Dated:-22/12/2023	LAB Consumables
9	1013/KGMU/HRF/2023 Dated:-22/12/2023	Food Supplements and Miscellaneous items

The Chemist/Druggist can bid for more than one Tender/category. Separate Tender, Tender fee, E.M.D and Performance Guarantee and related document to be submitted for each category as detailed in tender. Interested/Eligible Bidders are requested to upload (RFP) document as per terms and condition available on e-portal <https://etender.up.nic.in>

The detailed terms and condition of the NIT is available in the E-Bid document uploaded on E-Tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) and also seen website of the University [www.kgmu.org](http://www.kgmu.org)

(Chairman)  
K.G.M.U. H.R.F

**E-Tender for Empanelment of Local Chemist/Druggist at King George's Medical University, Hospital Revolving Fund, Lucknow for supply of Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items**

Tender No.

Dated:

Subject:- E-Tender for Empanelment of Local Chemist/Druggist for Local Purchase of above Item In KGMU, HRF, U.P, Lucknow.

**Eligibility Criteria:-**

1. The Chemist/Druggist must hold valid licenses (continuously for last 3 financial years as on the date of submission of Bid in specified Forms 20, 21 and 21 C (For continuance of retail licenses, if required) issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act 1940. The successful Bidder will further ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
2. The Chemist/Druggist must not have been convicted by the state drug authorities and no case should be pending under the Drug and Cosmetics Act and Rules.
3. The Annual Turnover of the bidder in the previous three financial years should not be less than Rs. 10 Crores (Ten crores) per year out of which the sale proceeds of Medicine, surgical consumable etc. in last three financial years should not be less than Rs. 1 Crores (Rupees one crore) per year. The bidder has to submit an Audited Balance sheet with profit and Loss Statement of the two financial years (2021-22 & 2022-23) in support thereof along with a certificate from the chartered Accountant regarding turnover.
4. The bidder should have a valid retail drug licenses issued by the State Drug authority at the time of submission of bid.

*(Handwritten signatures and initials)*

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**E-Tender for Empanelment of Local Chemist/Druggist at King George's Medical University U.P, Lucknow for supply of Drugs /Medicines/ Surgical Consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items.**

The Chairman, Hospital Revolving Fund, King George's Medical University, U.P, Lucknow invites e-tender "For Empanelment of Local Chemist/Druggist At KGMU HRF, Lucknow for supply of Drugs/Medicines/ Surgical consumables /DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines /CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items." as per specification detailed in the schedule attached. The Tender form containing the check list for compulsory Document as Annexure-I, The Terms and Conditions of Contract, which will govern any contract made is annexed as Annexure-II, the scheduled of contract is annexed as Annexure-III and tender application form as Annexure-IV. If tenderer is in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit tender quotation online.

The interested tenderer should upload duly filled and signed on each page tender form and their bids along with scanned copies of all the relevant certificates documents etc. in support of their bid document-all duly signed and stamped on the [www.etender.up.nic.in](http://www.etender.up.nic.in)

Application to this tender will be accepted only through the online mode through [www.etender.up.nic.in](http://www.etender.up.nic.in)

No other mode of application will be considered & application will not be accepted.

The tender documents can also be downloaded from the website [www.etender.up.nic.in](http://www.etender.up.nic.in)

Tenderers are requested that before quoting their rates or uploading tender, the tender form may please be read out thoroughly, purchaser will not be held responsible for any error/oversight of tenderer.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added and uploaded. Each such additional page must be numbered consecutively, bear the Tender Number and fully signed by the tenderer. In such cases, reference to the additional pages must be made in the Tender form.

The Chairman, Hospital Revolving Fund, King George's Medical University U.P, Lucknow, does not pledge itself to accept the lowest or any part of the tender or portion of the quantity offered and tendered shall supply the same/execute the work at the rate quoted. Tenderer are at liberty to tender for the whole or any part.

Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instruction contained in the said communication should be acted upon immediately as asked for.



### Request for Proposal (REP)

**E-Bids are invited in two bid system (Part-1 Technical bid & Part-2 Financial bid) for Supply of Non Rate contract Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items.**

E- Bid ref No. E-Tender Notice No: /E-tender/KGMU/HRF/LP/2023 Date:

E-tender Portal: [www.etender.up.nic.in](http://www.etender.up.nic.in)

Sl No.	Particulars	Date	Time
1	Publishing date & time	As decided in on E- tender website/portal	10:00 AM
2	Submission start date & time	-12-2023	10:00 AM
3	Submission last date & time	-12-2023	05:00 Pm
4	Pre-Bid meeting date & time	"	
	Technical Bid opening date & time	-01-2024	01:00 PM
5	Cost of e-bid/Tender Fees (Non-refundable)	Rs. 5900.00 Inclusive of GST @18% (Rs. Five thousand nine hundred only) <b>payable by NEFT/RTGS in favour of "KGMU HRF" payable in A/c no. 50427612893 of Indian Bank, KGMU Branch, Lucknow 226003, IFSC IDIB000K656.</b> The same is to be deposited from the bidding firm account only. Separate tender fee to be submitted for each category The details of Receipt/proof of the online submission of Tender Fees must be attached along with the Technical Bid.	
6	EMD (Refundable)	Rs. 2,00,000.00 (Rupees Two lacs only), ) <b>payable by NEFT/RTGS in favour of "KGMU HRF" payable in A/c no. 50427612893 of Indian Bank, KGMU Branch, Lucknow 226003, IFSC IDIB000K656.</b> Vendors can bid for more than one category. Separate EMD to be submitted for each category. The same to be deposited from the bidding firm account only. The details/proof of the online submission of tender Fees must be attached along with the Technical Bid.	

Place of Opening of E-Bids: KGMU HRF Office, King George's Medical University U.P, Lucknow-226003 Website: [www.kgmu.org](http://www.kgmu.org)

In case, the date mentioned above is declared Government Holiday, the date shall automatically be shifted to the next working day. Offers received within the stipulated period will only be considered.



## CRITICAL DATE SHEET

Period for Downloading & Submission of E-Tender Document and Dropping of EMD	
Date and Time of Pre-Bid Meeting	
Last Date of applying online Tender	-01-2024
Date and Time of opening of Technical Bid	-01-2024
Date & Time of Opening of Financial Bid	
Earnest Money (E.M.D)	2 lac rupees only (each category)
Security Money	5 lac each category
Expected Value of Local Purchase per year	10 crore

### Important Instructions for Bidders regarding Online Payment:-

The interested Tenderer should upload duly filled tender form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their bid document-all duly signed-on the [www.etender.up.nic.in](http://www.etender.up.nic.in) on each category. The bidders should have a valid digital signature certificate (D.S.C) issued by any of the valid certifying Authorities to participate in the online tender.

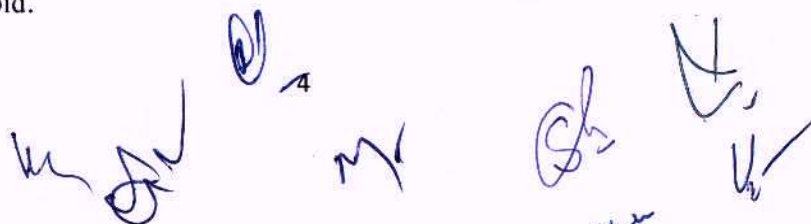
Enclosures:-

1. Annexure 1-Tender Acceptance letter
2. Annexure 2-Checklist of compulsory documents
3. Annexure 3-Same of BoQ
4. Annexure 4-Non-Blacklisting/Non-Conviction Declaration
5. Annexure 5-Bank Mandate Form
6. Annexure6-NPPA Capped declaration
7. Annexure 7-Vender details form
8. Annexure8-Integrity pact form
9. Annexure 9-Agreement copy
10. Annexure 10-Performance Bank Guarantee(PBG format)

As per the directives of Department of Expenditure this tender document has been published on the website of [www.etender.up.nic.in](http://www.etender.up.nic.in). The bidders are required to submit soft copies of their bids electronically.

### Preparation of Bids:-

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids
- 2) Please go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.



3) Bidder in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **Submission of Bids:-**

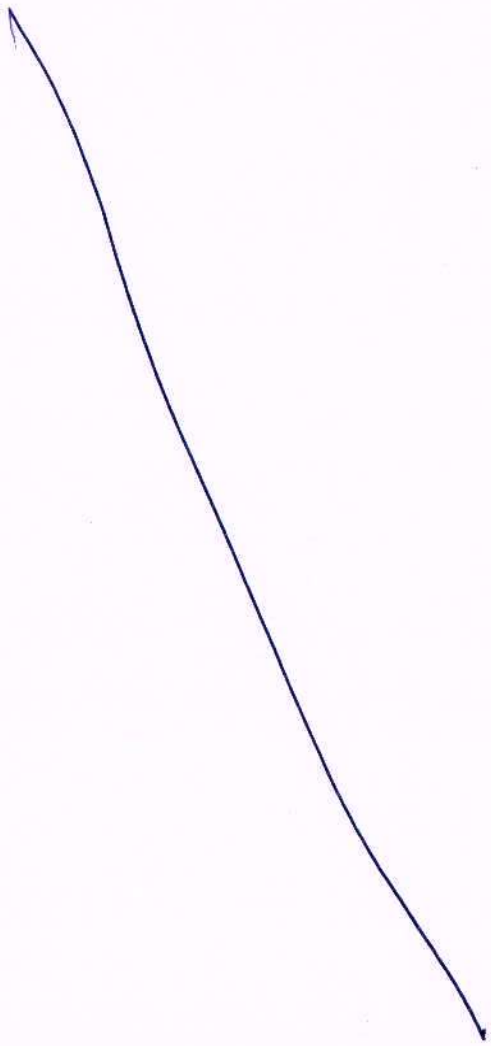
1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document for each category.
3. Bidder has to select the payment option as "Online" to pay the tender fee/EMD as applicable and enter details of the instrument in online submission.
4. Bidder should prepare the EMD as per the instructions specified in the tender document.
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption technique to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers
8. The required full bid documents submitted online will be considered for evaluation. Half-filled/submitted bid documents through online mode will not be considered.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to Bidders:-**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.



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Mr. [Signature]  
[Signature]  
[Signature]

## GENERAL INSTRUCTION:

- a. Each and every page of tender documents is to be signed and stamped by the tenderer.
- b. All Annexure (I to X) has to be filled and uploaded.
- c. Vendors can bid for more than on category. Separate Fee, EMD and PBG to be submitted for each category.
- d. King George's Medical University, staff & their family members should not apply for the tender. Their tender is liable to be rejected.
- e. Any firm/agency debarred/blacklisted from India will not be considered and tender will be summarily rejected.
- f. Tenderer who does not furnish attested and stamped documents referred above will not be considered.
- g. The Chemist/Druggist shop must be located within radius of 20 km from peripheries of KGMU HRF, Central Store KGMU, U.P., Lucknow.
- h. There successful vendors H1/H2/H3 will be empaneled for each category based on maximum discount offered on MRP. H2 and H3 Vendors of each category will be given opportunity to match discount offered by H1 Vendor.
- i. Separate agreement for each category will be done with H1/H2/H3 vendor on non-judicial stamp paper of 100 rupees.

## Part-1

### 1. SCOPE OF WORK

The empaneled chemist to be known as Successful bidder will supply the Drugs/Medicines/ Surgical consumables /DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items at the agreed uniform rate of discount on MRP (Inclusive of all taxes) in the stipulated time against the indents issued by the KGMU HRF, U.P, Lucknow.

### 2. Eligibility

**Criteria establishing eligibility of Bidders and documents to be uploaded on the e-tender portal in proof thereof:**

Sl No.	Description of Documents submission	Compliance
1	Tender Fees of Rs. 5900 deposited by Online (Non-Refundable)	Submitted (yes/No)
2	Earnest Money deposited of Rs. 2,00,000 only to be deposited Electronically through NEFT/RTGS for each category applied for.	Submitted (yes/No)
3	Original Tender Document signed and stamped on all the pages	Uploaded (yes/No)
4	Valid drug licenses for retail chemists as per Drugs & Cosmetics Act. Date of validity....Licence D.O	Uploaded (yes/No)
5	Rate/Discount Quotation as per B.O.Q	Uploaded (yes/No)

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6	No Conviction Certificate from State Drugs Controller that there is no case pending under the Drugs & Cosmetics Act and Rules thereunder as well as under Drug Price Control Order against the firm during the last 3 years. Non-Conviction Certificate should not be issued earlier than year 2019. (Annexure IV)	Uploaded (yes/No)
7	Valid Trade Licenses.	Uploaded (yes/No)
8	Latest Sales Tax/GST registration certificate.	Uploaded (yes/No)
9	Bank Mandate form for e-payment purpose.	Uploaded (yes/No)
10	Audited Annual Turnover of Rs. 10.00 crore or more, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years.	Uploaded (yes/No)
11	Income Tax return of last 3 years.	Uploaded (yes/No)
12	PAN card copy	Uploaded (yes/No)
13	The supplier should be willing to supply the items within the time limits as specified in the terms and conditions of this tender document as King George's Medical University U.P., Lucknow. The name, addresses, Phone no., fax no., e-mail etc. should also be given. (Annexure VIII)	Uploaded (yes/No)
14	The Chemist/Druggist shop must be located within radius of 20 km from peripheries of KGMU HRF, Central Store.	Uploaded (yes/No)
15	The firm should have been blacklisted /debarred at any time by any government or private origination. The Chemist shall furnish an Affidavit to the effect on Non Judicial Stamp paper of worth or Rs. 100/- duly attested by notary that the firm has not been blacklisted /debarred at any time & is not blacklisted at present by any Government/Private Institution and there is no vigilance/CBI case pending against the Chemist.	Uploaded (yes/No)

### 3. Cost of Bidding

Prospective bidder/chemist shall bear all the costs associated with the preparation and submission of the e-bid, KGMU HRF, U.P, Lucknow in no case will be responsible or liable for these costs regardless of conduct or outcome of the tender process.

### 4. Pre-Bid meeting

4.1 A Pre-bid meeting open to all prospective bidders will be held as per bidding schedule in the office of the Tender cell, KGMU HRF, U.P, Lucknow, the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.

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4.2 The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by KGMU HRF, U.P, Lucknow thereafter with the prospective bidders/their representatives.

#### 5. Availability of Tender

The tender document is available at [www.etender.up.nic.in](http://www.etender.up.nic.in) and also only seen KGMU website [www.kgmcindia.edu](http://www.kgmcindia.edu)

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

#### 6. Bidding Procedure, Signing and Submission of Bids

6.1 The bidder must submit his e-bid in two parts on the [www.etender.up.nic.in](http://www.etender.up.nic.in) portal as mentioned below:

Part 1:- Called "Technical Bid" containing:-

##### (A) Tender Fees

The bidders are required to submit Tender Fee, for an amount equal to Rs. 5900 only by the bidder will be deposited electronically by RTGS/NEFT in the account of KGMU HRF U.P, Lucknow at the below mentioned details:-

**Bank details for Tender Fee/Cost**  
**Payment through NEFT/RTGS: Bank**  
**Name- Indian Bank**  
**IFSC Code: IDIB000K656 Account No. 50427612893**

##### (B) Earnest Money:

The bidders are required to submit Earnest Money Deposit (EMD), for an amount equal to Rs. 2,00,000 by the bidder will be deposited electronically by RTGS/NEFT in the account of KGMU HRF U.P, Lucknow, at the below mentioned details:-

**Bank details for Tender Fee/Cost**  
**Payment through NEFT/RTGS: Bank**  
**Name- Indian Bank**  
**IFSC Code: IDIB000K656 Account No. 50427612893**

Proof of payment of Tender fee and Earnest money Deposit (EMD) must be provided in separate PDF in the section provided on [www.etender.up.nic.in](http://www.etender.up.nic.in) portal

The EMD from the successful bidder shall be returned without interest after timely receipt of the Performance Security.

EMD of the unsuccessful tenderer will be returned to them within 30 days of award of contract without interest. The bidder shall enclose a copy of cancelled cheque and filled up Mandate form and Vendor details form to facilitate it.

(C) Documents establishing bidder's eligibility (Technical Bid):



All document as mentioned in the table given above under the heading:

“CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED IN PROOF THEREOF” are to be scanned and uploaded as clear legible PDF documents after being self-attested by authorized signatory.

It is mandatory to upload all the documents- only bids complete in all respects will be considered.

**Part 2:- Called “Commercial Bid” of “Price Bid”:-**

The Price Bid is to be uploaded on-line in the Bill of Quantity (BoQ) in .xls form. The bidder will fill the uniform discount offered (as a percentage) on MRP, in figures and words in the appropriate cell, price bids of only those bidders will be opened, who qualify technically.

A sample of BoQ is placed at Annexure III, however, no figures are to be filled in the sample BoQ else bid will be rejected.

NB: Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered.

**7. Pricing**

The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/Bottle/unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

**8. Submission of Bids**

- 8.1 The bids complete in all respect will be submitted by the bidders on-line at e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) before the last date and time of bid submission.
- 8.2 In case, the last day of EMD submission is declared Holiday by Govt. of U.P, the next working day will be treated as last day for submission of EMD. There will be no change in the timings.
- 8.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 8.4 Conditional bids will be out rightly rejected.
- 8.5 No bid document to establish eligibility as mentioned above (except cancelled cheque, Annexure C, mandate form and vendor details form) will be accepted in physical form and no correspondence in this regard will be entertained by King George’s Medical University U.P., Lucknow. The chairman, KGMU HRF U.P., Lucknow, however, reserves the right to seek any clarification and/or additional information regarding the bid documents in writing from the bidder during technical evaluation.
- 8.6 Suppression of factual information if found subsequently will disqualify the bidder with forfeiture of EMD.

**9. Opening of Bid**

Bids shall be opened online through the e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in)

- 9.1 Online bids (complete in all respect) received along with NTRP receipt of EMD (physically) and hard copy of Annexure C will be opened. On-line bids received without EMD along with duly filled Annexure C will be rejected summarily.
- 9.2 Technical bid of only those bidders, who are found eligible as per eligibility criteria, will be evaluated afterwards.
- 9.3 Financial bids of only those bidders, whose bids are found technically qualified by the Technical Evaluation committee, will be opened subsequently for further evaluation.

## 10. Selection of Bidder

- 10.1 Bidder giving maximum discount in each category will be selected H1. However, if a H1 selected bidder refuse to accept offer, his EMD will be forfeited in such category offer shall be made to the H2 Bidder (the bidder offering subsequent lower discount immediately after H1 in the category to meet the discount of H1 of that same category. In case of non-acceptance by H2 bidder, the process will be repeated at H1 discount till last eligible bidder for that category is exhausted. The bidder(s) will be ranked in order of highest to lowest discount (in descending order) and termed as H1; H2; H3..... and so on. KGMU HRF will enter into agreement with H1/H2/H3 vendor in each category.
- 10.2 If no Bidder is available for the category even after the above process or a no response, open offer will be made to all successful tenderer in the category and contract awarded to the bidder offering the highest discount to supply that unit till the validity of his contract with KGMU HRF (along with extendable time limit as per contract). If this also fails, then retendering will be done.
- 10.3 In case more than one bidder offers highest discount for the category, a Tie breaker will be used. The 1<sup>st</sup> Tie breaker will be the turnover of the Chemist in last financial year (2022-23) i.e., the chemist with higher turnover will be preferred & even if this is matching which is highly unlikely, the 2<sup>nd</sup> Tie breaker will be the distance of the Chemist from the KGMU HRF & the bidder with lesser motorable distance from the KGMU HRF (as measured using "Google Maps" will be awarded the tender.

## 11. Period of Validity of Bids

The Bids shall be valid for acceptance for 180 days after the date of bid opening prescribed by the KGMU HRF U.P. Lucknow and shall be further extendable by another 30 days at the request of KGMU HRF, U.P., Lucknow.

## 12. Period of Contract

The contract shall initially be for a period of three years from the date of the signing of contract. The contract is not extendable ordinarily after it is over. However, the contract may be extended for one more year, on the same term and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of The V.C/Chairman, KGMU HRF, U.P, Lucknow on existing term & condition.

## 13. Right to accept/Reject and Bid

The Chairman, KGMU HRF, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the KGMU HRF action.

The Chairman, KGMU HRF, U.P., Lucknow doesn't pledge himself/herself to accept the highest discount offering Bid or any Bid and reserves to himself/herself the right or accepting the whole or any part of the Bid and bidder shall supply the medicines at the rates quoted.

#### 14. Performance Security Guarantee and award of contract

The successful bidder will have to furnish a Performance Security along with unconditional acceptance letter with 7 days of receiving an offer letter from KGMU HRF U.P., Lucknow for supply of Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items. An amount equivalent to Rs. 5,00,000.00 in to be deposited as Performance Security in the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract (i.e., for 38 months), issued by a scheduled bank as per format at Annexure-A or a FDR issued by a Scheduled Bank, favoring "The Chairman, KGMU HRF, U.P., Lucknow". No claim shall be made against The Chairman, KGMU HRF in respect of interest accrued, if any, due on the Performance Security deposit.

EMD would be forfeited if Performance Security is not deposited within the specified time periods. Relaxation can be given for deposition of Performance Security by another 7 days by The Chairman, KGMU HRF U.P., Lucknow, on written request by the eligible bidder.

The contract has to be signed by the successful bidder within a maximum of 21 days of unconditional acceptance of offer letter, failing which the offer will be withdrawn and EMD forfeited.

In case of extension of contract, the Performance Guarantee should be renewed to ensure that it remains valid up to 60 days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

#### 15. Corrupt or Fraudulent Practices

- (i) KGMU HRF, requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.
- (ii) In pursuance of this policy, the terms and conditions are set forth as follows:
  - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and
  - (b) "Fraudulent practice" means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of KGMU HRF, U.P., Lucknow.
  - (c) "Collusive practice/cartelization" means a scheme or arrangement among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive KGMU HRF U.P., Lucknow of the benefits of free and fair competition;
  - (d) "Collusive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.
- (iii) KGMU HRF U.P., Lucknow will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question.
- (iv) KGMU HRF U.P., Lucknow will declare a bidder ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the

bidder was engaged in corrupt and fraudulent practices while competing for or in executing the contract.

- (v) The bidder shall not transfer, sublet or assign any part or whole of the contract to anyone else during the period of the contract. In the event of the bidder contravening this condition, it will be considered a fraudulent act. KGMU HRF U.P., Lucknow will terminate the contract and the Performance Bank Guarantee will be forfeited in addition to action taken against the bidder for practicing fraudulent acts.

#### 16. Forfeiture of EMD/Performance Security

##### A. EMD shall be forfeited if:

- (a) The bidder withdraws his bid during the period of bid validity.
- (b) It is found during the bidding process that factual information is being suppressed, then the bidder will be debarred from further participation and EMD will be forfeited.
- (c) The successful bidder fails to unconditionally accept the contract within one week of receipt of offer letter, and sign the contract within a maximum of 21 days of unconditional acceptance of the contract.
- (d) The successful bidder fails to deposit the Performance Security as specified in the tender document and within the time frame specified.

##### B. Performance Security/Bank Guarantee will be forfeited along with termination of contract, if:

- (a) The successful bidder fails to abide by the terms and conditions of the contract.
- (b) It is found any time during the contract period and till 60 days of validity of PBG, that any factual information related to the contract has been suppressed by the contractor.
- (c) The empaneled chemist supplies any sub-standard, spurious drugs or substitutes medicines.
- (d) The empaneled chemist delays supplies.
- (e) The empaneled chemist over charges,
- (f) The chemist is found engaged in corrupt, collusive, coercive and/ or fraudulent practices including subcontracting.
- (g) The medicines supplied by the Successful Tenderer against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
- (h) The tenderer stops the supplies of the medicines/drugs without giving 90 days prior notice.

#### 17. Inspection of Bidders Premises

If the Technical Bid on the basis of the documents mentioned in this section, appears to be in fulfillment of eligibility, the premises of bidders will be inspected by a team of officers led by an officer not below the rank of Deputy Medical Superintendent/ The Chairman, for

- (a) Physical verification of location of the shop within the limits of KGMU HRF U.P., Lucknow covered area of the Lucknow.
- (b) Verification of original documents of those uploaded earlier during the bid.
- (c) Availability of proper cold-chain maintenance facilities and power back-up system.
- (d) Presence of retail outlet.
- (e) Assess availability of adequate stock of medicines and financial viability etc. before opening the Commercial Bid.

Handwritten signatures and initials in blue ink are present at the bottom of the page. From left to right, there is a large signature that appears to be 'Sh', a circular stamp or signature, the initials 'Mr', and several other illegible signatures and marks.

- (f) Availability of computer and peripherals with internet connectivity to access indent on-line.
- (g) Confirm the availability of Bar Code Scanning and labeling facility including Bar Code Reader and Label maker and Software in the bidder premises.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Commercial Bid will not be opened.

**18. Penalty Clause:**

- (a) **Recovery of difference amount-** Item demanded but not supplied either totally or in part within 24 working hrs. after receipt of would be treated as cancelled and will be procured from other available source, the rate difference will be recovered from forthcoming bills of the RC holder i.e H1 firm. (Difference from discounted price)
- (b) Rs. 500.00 (Five hundred) shall be charged for each unsupplied item of Local Purchase Order (LPO).

**19. Force Majeure:**

- (a) Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof.

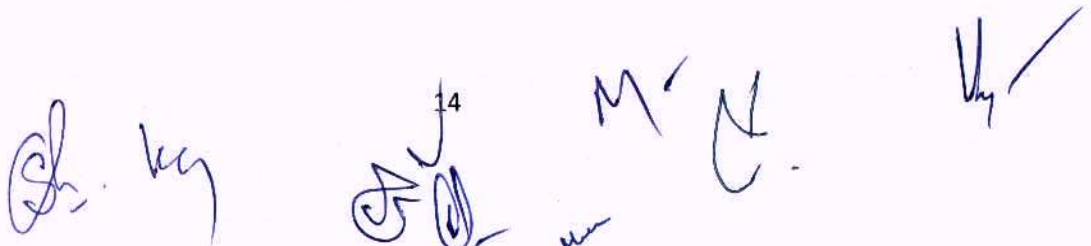
Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- (b) Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of supplier.

**20. Indemnity**

The successful bidder shall indemnify the KGMU HRF U.P., Lucknow against all action, suite, claims and demands brought or made against it in respect of anything done or committed to be done by the successful bidder in execution of or in connection with the work of this contract and against any loss or damage to the KGMU HRF U.P., Lucknow in consequence to any action or suit being brought against the successful bidder for anything done or committed to be done in the execution of this contract. The successful bidder will abide by the job safety measures prevalent in India and will free the KGMU HRF U.P., Lucknow from all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost of KGMU HRF U.P., Lucknow and will not hold the KGMU HRF U.P., Lucknow responsible of obligated. The KGMU HRF U.P., Lucknow may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the successful bidder or single in case the latter chooses not to defend the case.

14



**21. Arbitration**

(i) In the event of any dispute or difference between parties hereto such disputes or differences shall be resolved amicably within the period of 60 (sixty) days from the date of arising of such dispute of difference by mutual consultation. If such resolution is not possible, then the unresolved dispute or differences shall be referred to the arbitration of the sole arbitrator to be appointed by the Chairman, KGMU HRF U.P., Lucknow. The provisions of Arbitrations and Conciliation Act, 1996 (No. 26 of 1996), and any statutory modification or re-enactment thereof shall be applicable to the arbitration. The venue of such arbitration shall be at Uttar Pradesh, Lucknow or any other place, as may be decided by the arbitrator. The language of the arbitration proceeding shall be in English. The arbitrator shall make a reasoned award (the 'Award'), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself.

(ii) Pending the submission of and/ or decision on a dispute, difference or claim, or until the arbitral award is published, the parties shall continue to perform all of their obligations under this agreement without prejudice, to a final adjustment in accordance with such award.

**22. Exit Clause**

The contract of successful bidder may be terminated by any of the parties to the contract, after serving a prior notice of at least three months, the notice period shall start after receipt of the Notice by the other party.

**23. Notices:**

23.1 Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by hand through authorized representative (with proof of identity), in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

KGMU HRF

The Chairman,  
K.G.M.U H.R.F,  
K.G.M.U, U.P. Lucknow-226003

Bidder\*-----  
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22.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

15



## 24. Miscellaneous

- (a) The Chairman, KGMU HRF U.P., Lucknow reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible supplier.
- (b) Appointed successful bidders shall attend the meeting fixed by the Medical Superintendent Office, KGMU HRF U.P., Lucknow as and when called for.

## Part. 2

### Special Conditions of Contract

#### 1. Collection of indent for supply

The Successful Tenderer or his representative shall receive local purchase indent online through e-mail form KGMU HRF, U.P. Lucknow during the time allotted before the specified closing hours.

Besides this a) the approved tendered and/ or their authorized representative will visit the Medical store section of this hospital daily on working days between 2:00 PM to 05:00 PM from Monday to Friday and between 10:00 AM to 12:00 PM on Saturday to collect the order of Local Purchase if any.

The Chemist/Druggist's representative will sign in the Attendance Register in the medical store of the hospital as a proof of having attended the hospital. On Sundays/Holidays and beyond normal working hours, emergency orders may be placed by the Medical Superintendent office/HRF Central Pharmacy store though e-mail.

#### 2. Delivery of Supplies

- (a) After obtaining the order the H1 vendor will confirm that he will supply/not supply the goods within two to three hours. Failure to confirm KGMU HRF U.P., Lucknow may procure the goods from H2/H3 Vendor.  
After obtaining the order as specified in clause above, the approved tenderer and/or their authorized representative(s) shall supply the materials as per order to the HRF Central Pharmacy Section of this hospital on the next day by 10:00AM to 01:00PM from Monday to Friday and 10:00AM to 12:00PM on Saturday.
- (b) In case of the order placed by the store on Saturday the supply shall be made on the next working day and for "Emergency Orders" supply will be made to the Peripheral store as mentioned in the written requisition. Emergency medicines to be supplied on the same day or the very next morning.
- (c) The tenderer or his representative should be available / approachable for 24 hours over phone for supply of all items. In case of any emergency requirements, if the order is placed for any item at any time, the requisitioned item shall have to be supplied immediately. The contact telephone number, mobile number, fax and e-mail must be provided to the hospital authority for such purpose.
- (d) During normal office hours, the Central H.R.F Pharmacy Section will receive the drugs, Surgical items, consumables and other item etc. and will verify the "Maximum Retail

Price/Catalog Price” and other particulars and certify on the Challans/Indents as well as bills.

- (e) Random sample may be subject to testing through Govt./Private Analyst and testing charges shall be deducted from the bill of the Chemist/Druggist.
- (f) In case of discrepancy being reported between the sample and the supply, the tenderer/vendor shall be liable to return the whole amount of the bill charged along with 2% compound interest compounding monthly from the date of clearance of the cheque/draft issued by the hospital. The Tenderer/Vendor and not the hospital will bear all the legal and financial responsibility for any damage to the patients as the result to the substandard supply.
- (g) The medicines/drugs/other item to be supplied should be of standard quality. In case it is found that any particular medicine/drugs/other items of substandard or spurious quality, than the successful tenderer will be liable to be black-listed/debar for a period of five (5) years for years for future participation in any KGMU HRF U.P., Lucknow tender, beside this any other legal action as deemed fit will be taken.

If, for any reason local chemist fails to immediately supply the medicines and the hospital is compelled to procure the same from other local chemist, extra expenditure on this account will be recovered from subsequent bills/security deposit.

Under no circumstances the indented medicines not to be substituted in case the indent is of Brand/Generic items, as the case may be.

- (h) Against each item, the “maximum Retail Price” (MRP), selling price, taxes claimed, etc. must be clearly mentioned along with the Batch/Lot No., Manufacturing Date, Expiry Date, in daily Challans/Indent and the bills submitted fortnightly.
- (i) All the Challans/Indent as well as bills are to be submitted strictly in triplicate, bill should be pre-receipted with application of revenue stamp wherever necessary, care should be taken submit the Challans/Indents and bills completed and without any errors to prevent rejections/cancellation/delay in their processing of bills.
- (j) All items Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items must have sufficient useful life for use in hand before it is supplied to this hospital.

### 3. Non-Substitution

In case of indent for specific brand of medicines, the brand shall not be substituted.

### 4. Method of Supply

#### 4.1 Packed Supplies

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.

#### 4.2 Individual Packets

The Local chemist shall supply bar-coded medicines in individually identified packet for each EHS beneficiary.

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## 5. Life period of medicines supplied

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should be more than six months at the time of supply.

## 6. Online connectivity with KGMU HRF U.P. Lucknow

The local Chemist/Bidder shall ensure reliable internet connectivity to ensure connectivity to KGMU HRF U.P. Lucknow to receive online indent. Copies of the indent shall be printed by the local chemist on plain computer stationary as per the specifications prescribed by KGMU HRF U.P. Lucknow. The chemist must also have facilities for Bar Code printing as well as Bar Code scanning.

### 6.1 Presentation of Bills:

(k) The successful bidder shall present the bill to respective unit for the supplies made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight.

The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., Date of manufacture & expiry date, rate, discount as per contract etc. and any other information required by the KGMU HRF U.P. Lucknow.

(ii) The fortnightly bill shall be supported by the original indent along with the "Chemist report" form the faculty in-charge Central H.R.F Pharmacy under his/her signature, with date, seal of the office for receipt of the items indented, penalty imposed and satisfactory/unsatisfactory performance of chemist.

Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

## 7. Period up to which supply order will be placed

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines/consumables.

## 8. Performance Security

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the successful tenderer against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.

The Performance Security is also liable to be forfeited if the successful bidder:

- (I) Fails to adhere to the terms of the contract or
- (II) Supplies any sub-standard, spurious drugs or substitutes medicines, expired drugs.
- (III) Delays supplies.
- (IV) Over charges
- (V) If the chemist is found engaged in corrupt, collusive, coercive and/ or fraudulent practices including subcontracting.
- (VI) The Chemist stops the supplies of the medicines/drugs without giving 90 days prior notice.

## 9. Deductions for delay/default

- 9.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized Rs.500/- along with the cost of the specific brand of medicines for each such default.
- 9.2 The indented drugs shall be supplied in full on the next working day by 9:00 AM to 12:00 PM or at the Central Pharmacy of KGMU HRF U.P. Lucknow.
- 9.3 In case the supplier fails to supply indented drugs/medicines, then KGMU HRF U.P. Lucknow will be entitled to procure the same from any other chemist and will charge the difference of MRP and price after deducting discount offered by the successful bidder. Will be deducted from the future bills/ PBG of the successful bidder.

## 10. Termination for default

KGMU HRF, U.P. Lucknow may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part.

- a. If the Chemist/Druggist fails to provide any or all of the services within the period(s) specified in the contract.
- b. If the Chemist/Druggist fails to perform any other obligation(s) under the contract.
- c. If the Chemist/Druggist, in the judgment of the CGHS has engaged in corrupt, fraudulent, collusive, and or coercive practices in competing for or in executing the Contract including sub-contracting.

## 11. Reservation of right for appointment of more chemists

The competent authority, The Vice-Chancellor KGMU, reserves the right to appoint any number of successful tenderer during the currency of the contract.

Without prejudice to the right emergency purchases can be preferred from any of the empaneled chemist irrespective of such allotment to each successful tenderer for purchase of normal supplies.

The following steps/measures will be adopted in the instances mentioned below.

- a) Exit by successful bidder midway through contract.
- b) Unsatisfactory performance report regarding Successful Tenderer received from users.

In instances 'a' and 'b' performance security of the vendor will be forfeited. Offer shall be made to the existing H2/H3 vendor in the city at his H1 discount. If the offer is declined by such chemist, open offer will be made to all vendors who participated in the tender and contract will be awarded to the vendor offering the highest discount to supply that unit till the validity of his contract with KGMU, HRF Lucknow (Along with extendable time limit as per contract). If this also fails, then retendering will be done. In the event of acceptance by the Bidder/Vendor in any of the aforementioned case performance security as admissible will be deposited by the vendor before the award of contract.

## 12. Supply of Medicine

12.1 Sufficient stock of standard quality of Medicine at all times will have to be maintained by the chemist, to avoid inconvenience to the patient and EHS beneficiaries of KGMU, U.P, Lucknow.

12.2 In case of failure or refusal on chemist's part to supply the medicine to the purchase/beneficiaries within the time as provided in the relevant clauses of this tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist/Druggist. This will be in addition and without prejudice to the deduction in clause 9.

12.3 The chemist/Druggist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the indent sheet at the time of supplying the medicine/Drugs to the Central H.R.F Pharmacy, KGMU, U.P, Lucknow.

### 12.4

- (a) The Medicines/drugs to be supplied shall be of standard quality. In case it is found that a drug/medicine is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appoint successful tenderer) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law. The chemist will ensure that the medicines are transported and supplied to the KGMU, HRF Lucknow while maintaining the conditions as specified
- (b) In case of indent of drugs by a specific brand or medicines the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.1000 in addition to the cost of the specific brand of medicine indented for each such default.

12.5 The designated chemist/druggist shall deliver the indented medicines in separate packets for Each EHS beneficiary.

## 13. Payment

The Successful bidder shall submit claims for payment of bills twice a month. Payment of the bills presented will normally be arranged in 4 to 8 weeks from the date of presentation of the bill however, the authorized chemist shall make no claim from the KGMU, HRF Lucknow. in respect of interest or damages in case the payment is delayed for any reasons. The payment will be made as applicable KGMU, HRF for which bidder should give requisite details of bank address Account No. etc.



20







**Tender Acceptance Letter**  
**(To be given on Company Letter Head)**

To,

Chairman  
KGMU, HRF, U.P  
Lucknow.

Sub:-Acceptance of Terms and conditions of Tender.

Tender Reference No.-----

Name of Tender/Work  
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Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) Namely:
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No---- to----- (including all documents like annexure(s) schedule(s) etc. Which form part of the contract agreement and I/We shall abide hereby by the terms/Conditions/Clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/Corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated then your department/organization shall without prejudice to any other or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder with of Tender Checklist)



**Tender Checklist**

CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE E-TENDER

**Part 1- Technical Bid**

Sl. No.	Description of Documents Submission	Provide Page No. as of uploaded Documents.
1.	Earnest Money Deposited by NEFT/RTGS	
2.	Original Tender Document signing all the pages	
3.	Valid drug Licenses for retail chemists as Drugs & Cosmetics Act.	
4.	No Conviction Certification from State Drug Controller that there is no case pending under the drugs & Cosmetics Act and Rules thereunder as well as under Drug Price Control order against the firm during the last 3 years. No Conviction Certificate should not be issued earlier than year 2019	
5.	Valid Trade License.	
6.	Latest Sales Tax/GST registration certificate	
7.	Mandate Form for e-payment purpose	
8.	Audited Annual Turnover of Rs.10.00 Crore or more duly certificate by Chartered Accountant along with profit & Loss account and income & Expenditure statement of the firm for the last three years	
9.	The Supplier should be willing to supply the Items within the time limits as specified in the terms and conditions of this tender document at KGMU, HRF, U.P, Lucknow. The name, address, phone no, fax no. e-mail etc. should also be given.	

**Part 2:-Financial Bid/Price Bid**

1.	Rate/Discount Quotation As per B.O.Q	
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**Annexure-III**

**Sample of Bill of Quantity (BoQ)**

Sl No.	Item Description	Uniform Discount on printed MRP (Inclusive of all taxes) offered on all items of supply by bidder (%) to be filled by bidder as number	Net rate (L)= 100-Discount	Net Rate in words
1	2	3	4	5
		Kindly do not fill any figures here		
		Kindly do not fill any figures here		
		Kindly do not fill any figures here		
		Kindly do not fill any figures here		

This is only a sample of BoQ. Kindly do not fill nay figures here, else bid will be rejected. The bidder will submit his price bid on-line, in the BoQ uploaded on e-tender portal. Rate should not fill in technical Bid.

Signature of the Tenderer:  
(Office Seal of the Tenderer)

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*C. by*  
*Sh*  
*W*



**Annexure-IV**

E-tender for empanelment of Local Chemist/Druggist at KGMU HRF, U.P., Lucknow for supply of Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items

Declaration of Bidder (as an affidavit on Rs. 100/- non judicial stamp paper)

From:

Complete address of the Chemist

With phone/fax, mobile No & e-mail address.

To,

The Chairman,  
KGMU HRF, U.P.,  
Lucknow

Dear sir/madam,

1. I/we hereby offer to supply Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items to KGMU HRF, U.P., Lucknow at the rate given in the BoQ and agree to hold this offer open till bid validity date. I/we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I/we are fully aware of the nature of Allopathic medicines/drugs required and my/our offer is to supply the medicines/drugs strictly in accordance with the requirements of KGMU HRF, U.P., Lucknow.
4. I/we agree to arrange supplies of standard quality Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items in accordance with the nomenclature, specifications and packages given in the Local Purchase indents.
5. I/we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under. I/we will ensure that the Drug Licenses remain valid during the tendering process and during period of the contract with KGMU HRF, U.P., Lucknow.
6. My/our agency has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and rules.
7. My/our agency is not currently debarred /Blacklisted by any Government organization including KGMU.

Sh. 24 M. V. K. H. H.

8. My/our agency was not empaneled earlier by KGMU HRF, Lucknow and that if empaneled earlier, and then my/our contract was not terminated by KGMU HRF, U.P., Lucknow in the preceding three years.
9. I/we also undertake that:
  - (a) I/We have not agreed with my/our competitors about bids.
  - (b) I/We have not disclosed bid prices to any of my/our competitors.
  - (c) I/We have not agreed to join or collude with others in any form which could lead to bid rigging in any form or manner whatsoever, and
  - (d) I/We have not attempted to convince a competitor to rig bids.
10. I/We have not submitted financial bids for supply of Drugs/Medicines/ Surgical consumables /DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items to KGMU HRF, U.P., Lucknow the name of which are given below along with EMD details:

Sl No.	Name of Category Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items	Value of NTRP Payment in INR	NTRP transaction reference No.	Transaction Date of NTRP

11. I/We undertake that in the on-line BoQ (price bid), we have quoted discounts against the category for which we will supply. I/We are also aware that in the on-line BoQ uploaded by me/us, the discount for a category will not be considered. If requisite value of EMD has not been received physically against it.

SIGNATURE OF BIDDER



25



**ANNEXURE-V**

**BANK MANDATE FORM FOR COMPANIES**

(To be submitted along with physical form of EMD and also uploaded on E-tender portal)  
Electronic Clearing Service (Credit Clearing/Real Time Gross Settlements (RTGS) Facility for  
Receiving Payment

1	Name of Company	
2	Bank Account No.	
3	RTGS/NEFT Branch Code.	
4	Name of Bank	
5	Branch Name	
6	Account type	
7	MICR No.	
8	BSR Code	
9	Mail Id of Company	
10	PAN No. of Company	
11	TAN No. of Company	
12	Mail Id of the Bank	
13	Tel. No. of the Bank	
14	Address of Bank	

**Date of Effect**

I hereby declare that the particulars given are correct and complete. If the transaction is delayed, or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have the read option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

**Signature of Customer**

Certified that the particulars furnished above are correct as records.  
(Bank Stamp)

Dated:-.....

**Signature of the Authorized officer from the Bank**

Please attach a photocopy of cheque along with the verification obtained from the Bank.

26



**UNDERTAKING**

(On Non Judicial Stamp Paper of Rs. 100)

We hereby undertake that rates offered by us will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake that in case there is any down-ward revision by the NPPA, benefit of the same will be passed on to the KGMU HRF U.P Lucknow from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future KGMU HRF U.P Lucknow Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.

For and on behalf of the firm  
Firm's Name & Address



27



**Vender Details Form**

(To be submitted along with physical form of EMD and also uploaded on E-tender Portal)  
(On letter head of supplier in typed form)

- 1) Name of Firm:
- 2) PAN Number:
- 3) GSTN Number:
- 4) TAN No:
- 5) Address:

City:

Country:

District:

State:

Pin Code:

- 6) Mobile No:
- 7) Landline Phone No:
- 8) Email ID:
- 9) Bank Details:

Bank Name:

Account No:

Address:

IFSC Code:

Signature of vendor with stamp

Date:

*[Handwritten signature]*

28  
*[Handwritten signature]*

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. KGMU HRF U.P Lucknow as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)

PRE- CONTRACT INTEGRITY PACT


General

1. This pre bid-contract Agreement (hereinafter called the integrity Pact) is made on..... the day of the month of.....year.....between on one hand of KGMU HRF U.P Lucknow under the administrative control Medical Education Govt. of U.P, Lucknow acting through (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s-----  
-----represented  
by,..... Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procure..... (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.
2. Whereas the Bidder is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a.....performing its functions on behalf of.....of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
  - 3.1. Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
  - 3.2. Enabling bidders to abstain from bribing of any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

29



### **Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

- 4.1. The Buyer undertakes that no official of the Buyer, connected directly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 4.2. The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 4.3. All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 6.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 6.2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.



- 6.3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 6.8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression:-

- 7.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 7.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit:-

- 8.1. Every Bidder, while submitting commercial bid, shall deposit an amount\* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through any of the following instruments.  
NEFT/RTGS in favour of the.....
- 8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- 8.3. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

31





8.4. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5. No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**9. Company Code of Conduct:-**

9.1. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

**10. Sanctions for Violation:-**

10.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder.  
However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (v) To cancel all or any other Contracts with the Bidder.
- (vi) To debar the Bidder from entering into any bid from the Government of Uttar Pradesh for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- (vii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

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The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son of step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(ix) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer be entitled forthwith to rescind the contract and all other contracts with the Bidder.

The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(x) In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding of the Bidder, however, the Bidder can approach the monitor(s) appointed for the purpose of this Pact.

### 11. Fall Clause

The Bidder undertakes that he has not supplied /is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Government of Uttar Pradesh and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Government of Uttar Pradesh at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### 12. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

### 13. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e., KGMU HRF U.P Lucknow or Jurisdiction of Lucknow.

33



**14. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**15. Validity**

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16. Both the parties signing this Integrity Pact shall abide by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact at.....on.....

KGMU HRF(1<sup>st</sup> Party)

Bidder (2<sup>nd</sup> Party)

Witness

Witness

1.....

1.....

2.....

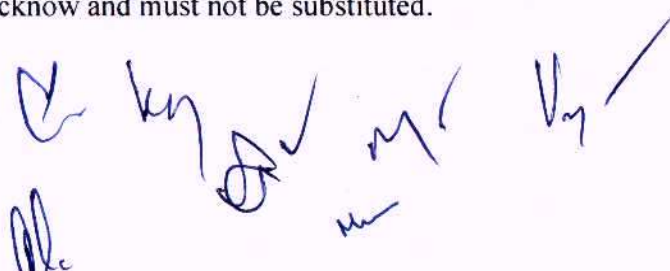
2.....

Stamp Rs. 100

Agreement Copy  
EMPANELMENT OF SUCCESSFUL TENDERER WITH  
KGMU HRF, U.P LUCKNOW

Memorandum of an agreement of...../...../..... (Date/Month/Year) between the KGMU HRF, U.P., Lucknow..... and on the part and between M/s..... (here-in-after the "Successful tenderer") on the other part whereby the said officer agrees to grant the rights hereunder specified and the Successful tenderer agrees to undertake agreement of supplying Drugs/Medicines/ Surgical consumables/DPCO/NPPA items/ Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items as per the demand of KGMU HRF, U.P., Lucknow upon the following terms and conditions:-

1. That the successful tenderer shall obey all official orders, routine instructions and regulations from time to time in force during the continuance of this agreement, including instructions/orders from time to time for fixing of cost I respect of sale of medicines and consumables to KGMU HRF, U.P., Lucknow.
2. M/S..... has agreed to give .....% (..... percent) overall discount on MRP (including VAT/GST/other type of taxes.) (not less than 15 percent) for the medicine and consumables procured during the period of agreement. The successful tenderer agrees for the following terms and conditions.
  - (a) That medicine and consumables will be supplied at the.....% overall discount on MRP (including VAT/GST/other type of taxes etc.) (not less than 15 percent) for the medicines/consumables procured during the period of agreement.
  - (b) That the successful tenderer agrees to deliver the medicines at the location of Central Pharmacy KGMU HRF, U.P., Lucknow (by 10:00AM to 1:00PM from Monday to Friday and 10:00 to 12:00PM on Saturday) during the period of contract agreement within the stipulated time frame of maximum 24 hrs. (twenty four hours) from the time requirement are conveyed by the KGMU HRF U.P., Lucknow by means of telecom/SMS/e-mail or in case of emergency at the residence of the patients as directed by KGMU HRF U.P., Lucknow.
  - (c) That at no point of time, the stock of medicine and consumables supplied to "KGMU HRF U.P., Lucknow" will have shelf life less than six months (minimum gap between date of supply and date of expiry printed).
  - (d) That the Successful tenderer agrees to supply only those medicines and consumables which have been demanded by KGMU HRF U.P., Lucknow and must not be substituted.



- (e) Successful tenderer will provide medicines and consumables in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.
  - (f) In case of EHS Beneficiaries successful tenderer shall supply bar-coded medicines indented for one patient in one packet and write the name and the beneficiary ID number on the packet of the patient.
  - (g) That the Successful tenderer agrees to take back and replace the not consumed medicine/consumables, if supplies to "KGMU HRF U.P., Lucknow" in case not consumed within 60 days with form the date of supply.
3. The successful tenderer shall not have any right to supply goods other than those demanded by KGMU HRF U.P., Lucknow.
  4. The successful tenderer shall at all times keep a sufficient stock of medicines and consumables as are necessary for supply of KGMU HRF U.P., Lucknow.
  5. If successful tenderer in supplying medicines and consumables to other Govt./Semi Govt. agencies, the maximum discount on MRP offered to any agency (not less than 15 percent) will also apply to the supply made to KGMU HRF U.P., Lucknow.
  6. The successful tenderer also agrees that he and his employees will not indulge in any manner, dealing directly with staff of KGMU HRF U.P., Lucknow not dealing with procurement of medicines/consumables and EHS beneficiaries.

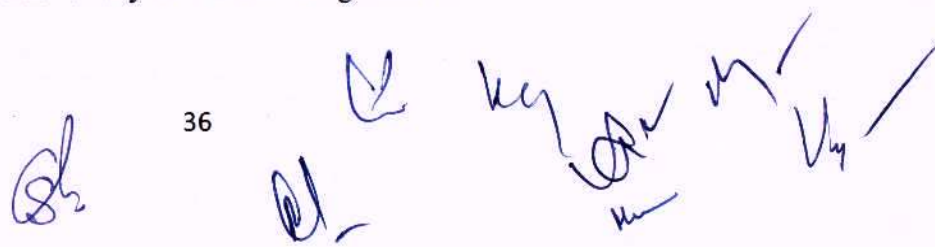
**7. Payment Terms**

The payment for the medicine/consumables supplied by the authorized Local Chemist will be made on monthly basis. The bills for the medicines/consumables supplied will be produced by the Successful tenderer each fortnight (1 to 15 & 16 to 30/31) within five days of closing of each respective fortnight to the KGMU HRF U.P., Lucknow. The bill should clearly indicate the details of supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, with rate, discount as per contract etc. and any other information required by KGMU HRF U.P., Lucknow.

8. Performance Bank Guarantee (PBG) authorized Local Chemist shall have to furnish Performance Bank Guarantee valid for 2 months beyond empanelment (i.e., for 3years. 2 months) of signing of MoA to ensure efficient services, safeguard against any default and recovery if any.
9. This agreement will be valid for two years from.....to..... and renewed thereafter, if agreed to, by the management for one more year, or invite fresh application for empanelment. The agreement may be terminated earlier by KGMU HRF U.P., Lucknow by giving one month notice in writing.

Any notice given to the Successful tenderer under the terms of the agreement is deemed served if the same shall have been affixed on outer door or any other conspicuous part of the shop/address given by the Successful tenderer. This agreement may be terminated by KGMU HRF without any notice for any of the following reasons:-

36



- (a) The medicines/consumables supplied at the concessional rates stipulated on Para 2(a) above are found to be sold to unauthorized persons.
  - (b) If there is any breach of discipline by the Successful tenderer or his staff, of any conditions contained in the agreement.
  - (c) If supplies any substandard, spurious drugs and substitutes medicines.
  - (d) If the Successful tenderer fails to supply any medicines/consumables required by the KGMU HRF U.P., Lucknow within the stipulated timing within period of 24 working hrs. without prior intimation and justification for delay and in case of emergency supplies immediately.
  - (e) If KGMU HRF U.P., Lucknow finds that his services are no longer required on any ground whatsoever.
  - (f) If the Successful tenderer is adjudged bankrupt or enters into any composition or agreement with or assignment for the benefits of his creditors, or in the case the company is wound up or taken on liquidation, or any execution of will on his property.
  - (g) For violation of any part of the agreement.
10. In case of damage/loss caused to the medicines/consumables stores during transit to KGMU HRF U.P., Lucknow due to any reason such as accidents or otherwise, the KGMU HRF U.P., Lucknow will not be responsible for the damages/loss claim and the authorized Local Chemist will bear the cost of loss/damage itself.
  11. The Successful tenderer shall pay license fee and taxes concerning his own trade, provided these are not provided free under the rules and regulations.
  12. On termination of contract agreement due to violation of the terms and condition as laid down in this contract deed, the Successful tenderer forfeits to exercise legal right to file any suit against the KGMU HRF U.P., Lucknow in the civil of law under any circumstances on jurisdiction of Lucknow.
  13. Subject to the above conditions having been satisfactorily fulfilled this agreement shall be operative from.....to.....and would be deemed terminated on the later date.

Authorized Local Chemist  
 Contractor  
 In presence of  
 Witness:-

Representative KGMU HRF,  
 U.P., Lucknow

No. 1-.....

No. 2-.....

(Rep of authorized Local Chemist)

(Rep of KGMU HRF U.P.,Lucknow)

37

The bottom of the page contains several handwritten signatures and initials in blue ink. On the left, there is a signature that appears to be 'Sh'. In the center, there are several initials, including 'D', 'ky', and 'G'. On the right, there are more initials, including 'M' and 'h'.

**PERFORMANCE SECURITY FORM (PSF)**

(For an amount of 5,00,000/- of

EMPANELMENT OF LOCAL CHEMIST/DRUGGIST AT KGMU HRF U.P., Lucknow for supply of Drugs/Medicines/ Surgical consumables/DPCO/NPPA items /Cancer drugs /Ayurvedic medicines/CSSD (sterilization) consumables/ LAB consumables/Food Supplements and Miscellaneous Items)

To,  
The Chairman  
KGMU HRF U.P.,  
Lucknow.

Whereas .....(Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No. ....Dated. ....2023 to..... (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated.....issued by.....and whereas it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract. AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract. And WHEREAS we have agreed to give unconditional and irrevocable guarantee for the successful bidder.

Therefore, we hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. -----/(Rupees only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and



conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 60 days beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of.....2023 at.....

SIGNED, SEALED AND DELIVERED  
For and on behalf of (name of the bank)

By:

(Signature)

(Name:.....)

(Designation.....)

(Address.....)

The bottom of the page features several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'Sh'. In the center, there is a signature that looks like 'D ky'. To the right of that, there is a signature that appears to be 'm'. Further right, there is a signature that looks like 'M'. On the far right, there is a signature that appears to be 'u'. The signatures are scattered across the bottom of the page, below the printed text.



**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	Drugs/Medicines (Generic)	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	Ayurvedic Medicines	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	Drugs/Medicines (Branded)	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	CSSD (Sterilization) Consumables	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	Surgical Consumables	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

<b>Sl No.</b>	<b>Category</b>	<b>Item Description/Category</b>	<b>Offered discount in % on MRP (in figure)</b>	<b>Offered discount in % on MRP (in words)</b>
<b>1</b>	Cancer Drugs	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

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3.Any dispute on clarification of items under the above categories shall be decided by

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Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

SI No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	Food Supplements & Miscellaneous Items	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

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3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-

**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	DPCO/NPPA items	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

2.Offered discount in % on MRP should be inclusive of all Taxes.

3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

Status:-

Full Address:-

Telephone No.:-

Mobile No.:-

Fax No.:-

E-mail :-



**Price Bid (Part – II)**

**1. Financial offer:-**

Sl No.	Category	Item Description/Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
1	LAB Consumables	Bids quoting less than 15% discount on MRP (inclusive of all taxes) for branded and 50% for generic drugs shall not be considered		
	<b>Total</b>			

**Note:** The total of discount % shall form the basis of determining H1, H2 and so on

1.I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period as specified in Tender document from the date of Rate Contract, if awarded to me.

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3.Any dispute on clarification of items under the above categories shall be decided by

Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full Signature of the bidder Full Name:-

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